

Exhibit A

LICENSE AND SERVICES AGREEMENT

between

Xerox State & Local Solutions, Inc.
and
The City of Cleveland, Ohio

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THIS LICENSE AND SERVICES AGREEMENT ("LSA"), is made and entered into as of June 1, 2013 ("Effective Date") between Xerox State & Local Solutions, Inc., (hereinafter referred to as "CONTRACTOR") and the City of Cleveland, Ohio (a Municipal Corporation, hereinafter referred to as "CITY") through its Director of Public Safety, under the authority of Ordinance No. ____-13, passed by the Cleveland City Council on _____, 2013. This LSA includes referenced Exhibits and Schedules which are incorporated by reference herein.

WHEREAS, the CITY desires to engage CONTRACTOR to perform certain professional services and work in support of the CITY's Automated Traffic Enforcement Program; and

WHEREAS, CONTRACTOR has the ability and expertise to perform such services and work in accordance with the terms and conditions of this LSA;

NOW, THEREFORE, the CITY and CONTRACTOR agree as follows:

1.0 DEFINITIONS

Certain words and phrases used in this LSA shall have the specific meaning shown in this section. Unless otherwise specifically defined herein, all other words shall have their usual and customary meaning.

- 1.1 "Installed Approach" means that point in time when CONTRACTOR gives CITY written notice that construction of the photo enforcement site has been completed and is ready to commence automated traffic enforcement by imaging by a "rear camera configuration" in accordance with the terms and conditions herein.
- 1.2 "Person" means an individual, partnership, joint venture, corporation, trust, unincorporated association, any governmental authority, political subdivision or any other form or entity.
- 1.3 "Photo Safety Program" (or "Program") means an automated traffic enforcement program as authorized and operated by the CITY. It shall also include the support services furnished by CONTRACTOR and the equipment licensed to the CITY pursuant to this LSA.
- 1.4 "Unattended Housing" means a pole and a cabinet used to house the Unit. It shall also include the loop cable or other vehicle detection equipment installed in the intersection, as well as the wiring, which connects the terminal block in the pole to the CITY traffic controller.
- 1.5 "Red Light Enforcement Unit" means a photographic/digital red light violation monitoring device capable of accurately measuring red light and speed on green, yellow and red violations by motor vehicles. The "Red Light Enforcement Unit" records the violation information on photographs and video of the violating vehicle.
- 1.6 "Fixed Speed Enforcement Unit" means a fixed photographic/digital speed violation monitoring device capable of accurately measuring speed violations by motor vehicles. The "Fixed Speed Enforcement Unit" records the violation information on two photographs of the violating vehicle.
- 1.7 "Portable Speed Enforcement Unit" or "PCU" means a photographic/digital portable speed monitoring device, installed on a trailer, capable of accurately measuring speed

- violations by motor vehicles. The “Portable Speed Enforcement Unit” records the violation information on photographs of the violating vehicle.
- 1.8 “School Bus Enforcement Unit” means a photographic/digital traffic monitoring device monitoring device, installed on the exterior of a school bus, capable of accurately measuring school bus passing violations by motor vehicles. The “School Bus Enforcement Unit” records the violation information on video of the violating vehicle.
- 1.9 “Enforcement Unit” or “Unit” shall mean a Red Light Enforcement Unit, Fixed Speed Enforcement Unit, PCU or School Bus Enforcement Unit as applicable.
- 1.10 “Violation” means any violation of the State of Ohio Motor Vehicle Code, the CITY’s Traffic Code, Part Four of its Codified Ordinances, or any other statute, law or ordinance the violation of which the Photo Safety Program equipment is monitoring in accordance with the terms and conditions of this LSA.
- 1.11 “Force Majeure Events” means but is not limited to fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war and war measures (whether or not a formal declaration of war is in effect), terrorism, Acts of Government, labor disputes, strikes, riots, civil disorders or civil unrest, rebellions or revolutions, epidemics, or any other events or unforeseen circumstances beyond the reasonable control of the CONTRACTOR or the CITY.

2.0 WORK/SCOPE OF SERVICES

2.1 General Description

The Photo Safety Program will be managed, supervised and operated by the CITY, in accordance with the terms and conditions set forth herein. CONTRACTOR will consult with and perform certain support services for the CITY, the Division of Police, the Parking Violations Bureau and the Clerk of Courts, such as site selection evaluation support, the installation of equipment, maintenance and servicing of equipment, image transfer and processing, initial review of all violations, the sending of notices to violators, the processing of notices, and the other specific services identified in the various documents comprising this LSA.

Pursuant to the provisions of this LSA, CONTRACTOR shall fully provide, complete and deliver all the tasks, deliverables, goods, services, and other work as set forth in this LSA and Exhibit “A” and defined herein as CONTRACTOR’s responsibilities.

2.2 Site Selection Guidelines

The CITY, based on its own criteria relevant to the Photo Safety Program, has developed a list of new photo enforcement sites or Units, existing photo enforcement sites that will remain in operation with new or existing Units, and existing photo enforcement sites that will be decommissioned (the “List”). The List is attached hereto as Schedule A. Starting on the Effective Date, Contractor shall proceed to implement the installation, upgrade, decommissioning, maintenance, repair, and removal of equipment and the preparation of new and decommissioned sites, as applicable, on the List in accordance with Schedule B.

In addition to 30 site construction evaluations already completed by CONTRACTOR, CONTRACTOR will conduct, at its cost, up to an additional 45 site construction evaluations, including video validations, of potential red light enforcement sites identified by the CITY and submit its findings and recommendations to the CITY for review. CONTRACTOR's findings suggesting that a photo enforcement system cannot be installed at a site shall include documented reasons (such as installation is not possible) to the CITY in writing, accompanied by illustrative photos whenever possible. The City shall have sole discretion whether to implement a site that either party evaluates as potentially unacceptable or unsuitable. The final determination that a site is not suitable for a photo enforcement system installation shall be made by the Director of Public Safety. The costs of any technology upgrade beyond that planned for this Program as described in this LSA shall first be approved by an equitable Change Order amendment to the LSA.

2.3 Red Light and Fixed Speed Enforcement Unit Installation Guidelines

- 2.3.1** CONTRACTOR shall provide for the construction and installation of all necessary equipment at CITY selected red light, fixed speed and portable speed enforcement sites in accordance with the mutually agreed schedule attached hereto as Schedule B. All equipment provided by CONTRACTOR will remain the property of CONTRACTOR.
- 2.3.2** To the extent required, CONTRACTOR shall prepare engineering drawings and measurements for each site where a new Red Light or Fixed Speed Enforcement Unit is to be installed. Those drawings will be amended as provided in Section 2.3.3 after construction is completed. The CONTRACTOR shall have responsibility for traffic maintenance at its own costs during Unit installations. CONTRACTOR shall, before undertaking installation at any given site, submit its traffic maintenance plan for the site to the Commissioner of Traffic Engineering. CONTRACTOR shall not commence work at any site without the prior written approval of that Commissioner for CONTRACTOR's traffic maintenance plan. CONTRACTOR shall obtain from the CITY and any other governmental agency having authority all necessary permits, such as for street obstructions, sidewalk obstructions, or street openings. The costs of all permits shall be borne by the CONTRACTOR. Prior to the beginning of construction, the CITY will identify a representative from CITY and CONTRACTOR shall inform this person at least 5 days in advance of all construction activity. While construction is being performed, the CITY will provide a representative to oversee the construction progress including without limitation coordination and oversight of the CITY's street closings, placement of safety cones and all related matters. CITY representatives shall approve any changes to drawings. All electrical power required for the operation of Red Light or Fixed Speed Enforcement Units shall be provided by CITY. (CONTRACTOR shall be responsible for connecting Photo Safety Program equipment to electrical power source).
- 2.3.3** Within 30 days after construction is completed at CITY-selected enforcement sites, the CONTRACTOR shall take all measurements and have these dimensions documented on as-built engineering drawings and any other formal documents as determined by the CITY. After completion of construction, copies of these measurements will be retained at the offices of the CITY Department of Public Works, Division of Traffic Engineering, and CONTRACTOR. To ensure the integrity of the Program, a CITY representative designated by the Director of Public Safety and a CONTRACTOR representative will jointly input settings that are predetermined by the CITY into each camera prior to enforcement. These settings, which the CITY will determine in the interests of public safety, refer to the minimum speed thresholds, the speed and red light

delays, and speed camera tolerances. These settings will be documented on the camera-setting sheet and initialed by both the CITY and the CONTRACTOR representative. No less than five copies of the camera settings sheet for each camera will be made; one copy to be retained inside the camera cabinet, one copy at the Division of Police, one at the Division of Traffic Engineering, one at the Clerk of Court's office, and a fifth Copy at CONTRACTOR's office.

Within five (5) business days after CONTRACTOR notifies the City of completion of site construction and input of system settings under this Section 2.3.3, the Division of Police in conjunction with Division of Traffic Engineering will inspect the site(s) identified to verify that the system and settings have been properly installed and are functioning in compliance with the Specifications. If they are, the CITY will so certify by giving final acceptance to CONTRACTOR of completion of site construction and proper functioning of enforcement equipment prior to the City beginning live enforcement at any intersection approach.

2.4 Camera Maintenance and Service Guidelines

- 2.4.1** CONTRACTOR personnel shall service all Enforcement Units. CONTRACTOR shall perform all servicing and preventive maintenance according to a schedule approved by the Director of Public Safety. CONTRACTOR shall also provide remedial maintenance and repair of the Enforcement Units, including the obligation to replace the Units if the Units cannot be repaired. The repair or replacement of a non-functioning Unit shall be made within twenty-four (24) hours after CONTRACTOR's identification of a non-functioning Unit, unless the time frame is extended by the Director of Public Safety for good cause shown. CONTRACTOR shall immediately notify the Commissioner of Traffic, in the Division of Police, in the event that CONTRACTOR becomes aware that a Unit has for any reason stopped functioning or stopped functioning properly.
- 2.4.2** The Division of Police and the Division of Traffic Engineering will periodically visit the camera sites to observe the CONTRACTOR'S technicians as they perform their servicing responsibilities. The Division of Police and the Division of Traffic Engineering will also make random checks of Units to ensure that measurement and servicing have been completed accurately.
- 2.4.3** CONTRACTOR shall provide and maintain a routine maintenance/repair/service plan for all Enforcement Units. CONTRACTOR shall retain documentation sufficient to establish compliance with the plan. Such documentation shall be made available to the CITY upon request.

2.5 Notice to Appear Guidelines

- 2.5.1** The CITY has established all Violation review criteria (also known as business rules) necessary for the determination of all Automated Traffic Violations, and provided them to CONTRACTOR so they may apply these rules in the processing and review of digital images. All criteria, including any subsequent changes thereto, shall be reviewed and approved by the Director of Public Safety prior to their use by CONTRACTOR.
- 2.5.2** As further described in the paragraphs that follow, CONTRACTOR will be responsible for performing all initial event reviews based on CITY-defined business rules, acquiring names and addresses, performing a secondary "blind" event review process, providing the Division of Police with online event review system (Citeweb), and mailing citation notices approved by the Division of Police.

- 2.5.3 CONTRACTOR shall conduct a review of all images from all Units to make a preliminary assessment of the images to verify that they meet the established criteria provided by the Director of Public Safety. Contractor shall save images as provided in Section 2.5.10 below. If after preliminary review by CONTRACTOR, an image does not meet the CITY-established criteria as set forth in the Business Rules, CONTRACTOR will save images and/or video to document the reason for preliminary rejection. The Division of Police shall have online access at all time during the term to all images and video, including rejections, for final review and determination of a Violation. Rejected images and video will be kept for a period of 120 days from the date of recording for auditing purposes, at which time the image(s) and/or video will be destroyed.
- 2.5.4 CONTRACTOR shall submit requests to obtain all required information from the Ohio Bureau of Motor Vehicles ("BMV") within an average of eight days after violation for all in-state registered vehicle violation images, which after preliminary review satisfy established guidelines for image processing. CONTRACTOR shall also pursue registered owner information for out-of state license plates via MOVERs registry group, NLETS or NCJC within eight days after violation.
- 2.5.5 Within an average of two days after receipt of the required motor vehicle information, CONTRACTOR shall prepare an electronic record detailing the potential Violation. The record will include images (video if applicable) and the registered owner information of the recorded vehicle. This record will be electronically sent, via a secure web site, to the Division of Police. The Division of Police will subsequently review the information to determine whether a Notice of Liability should be mailed to the registered owner of the vehicle. Once the Division of Police has determined whether a Violation has occurred and whether a Notice of Liability should be mailed, an officer will electronically approve or disapprove the record. The record will ordinarily be returned to the CONTRACTOR for processing within forty-eight (48) hours of the Division of Police's receipt of the record from the CONTRACTOR excluding holidays and weekends. The time frame for the mailing of the initial Notice of Liability and a Second Notice of Liability shall be as specified in Schedule "C". A Second Notice of Liability shall be mailed by the CONTRACTOR in the event the violator does not respond to the initial Notice of Liability. In the event the violator fails to respond to the Initial and Second Notice of Liability, the account will be deemed delinquent and referred to the Clerk of the Court for collections.
- 2.5.6 Upon final approval of the record, the reviewing officer's name shall be electronically affixed to the record, authorizing CONTRACTOR to mail the Notice of Liability on a form approved by the CITY and the Clerk of the Cleveland Municipal Court. CONTRACTOR is responsible for ensuring that all Notices of Liability are mailed to the address of the alleged violator within the time period required under this LSA. CONTRACTOR shall only mail a Notice of Liability upon the final approval and signature of an authorized police officer.
- 2.5.7 CONTRACTOR will make all necessary system modifications to the Cleveland Municipal Court Clerk's e-TIMS system to ensure CITY Parking Violations Bureau staff can effectively answer customer service calls, process all incoming mail and payment correspondence, schedule hearings, conduct hearings, and handle all walk-in customer transactions and information requests. CONTRACTOR will make all necessary system modifications to its e-TIMS system and CONTRACTOR-provided Integrated Voice Response System (included automated traffic enforcement- specific scripts), Pay-by-Phone System, Pay-by-Web System, and Online Hearing Schedule System to ensure CITY parking, red light, and speeding ticket transactions are effectively

handled on-line, real time. CONTRACTOR will provide CITY with online access to Citeweb for viewing of citation deployments, citation images, and citation video clips. If requested, CONTRACTOR will prepare evidence packages for use by CITY adjudicators as further detailed in paragraph 2.8 and provide expert testimony. Contents of evidence packages and frequency of schedule for expert testimony will be mutually agreed to by the parties.

2.5.8 RESERVED

- 2.5.9** CONTRACTOR agrees to provide a web portal for citizens to view their violation images, data, and video (for red light) online using a CONTRACTOR-provided ticket number, unique pin number, and web address 24 hours a day, seven days a week. CONTRACTOR agrees to enhance the existing CITY pay-by-web system to allow citizens to pay their automated traffic enforcement fines online, 24 hours a day, seven days a week from this single web site. CONTRACTOR agrees to enhance its existing CITY on-line hearing scheduling system to allow citizens to schedule their automated traffic enforcement hearings online, 24 hours a day, seven days a week. CONTRACTOR agrees to build a static web site for the CITY's Automated Traffic Enforcement Program. This static web site will include a list of all enforced approaches and deployment zones identified by CITY at program startup, static copy of violation notices, frequently asked questions (such as "how technology works"), violator instructions, links to CONTRACTOR's public portal for violation image viewing and pay-by-web, and program mission statements. CONTRACTOR is also responsible for maintenance of these web functions.
- 2.5.10** Unless otherwise directed by the CITY in writing or in this LSA, all images of records that have been authorized to be mailed by the Division of Police and other records of CONTRACTOR created and maintained in the course of this program will be kept for a period not to exceed five (5) years from final disposition at which time CONTRACTOR shall destroy them, consistent with the Department of Public Safety's Records Retention Schedule. Likewise, CONTRACTOR shall, 120 days after their creation, destroy all images that do not become evidence for a citation. If the Director of Law determines that any image to be destroyed must be retained under the Ohio Public Records law or any such records are needed by the CITY for appeals, litigation, or another public purpose, then CONTRACTOR shall, at the City's discretion, either maintain the image(s) for additional time or turn the image(s) over to the CITY, as the Director of Law, Director of Public Safety or the Clerk of Courts may direct. If CONTRACTOR is required under this Article 2, or otherwise directed by Director of Public Safety, to destroy the images, it shall certify to the Director in writing that it has destroyed the particular identified image(s) and that it has not retained them. If expiration or termination of the Agreement occurs prior to five (5) years from final disposition, then CONTRACTOR will, upon request, surrender all images and records to CITY or, at the direction of CITY, destroy all personal information, records and images gathered from the BMV, by purging all databases and shredding of physical materials.
- 2.5.11** CONTRACTOR will be responsible for the printing and mailing of all approved forms, including postage costs, as well as such other miscellaneous costs and expenses as may be reasonably necessary to issue initial and Second Notices of Liability and to deliver them by first class US Mail.

2.6 Training

CONTRACTOR agrees to provide unlimited training sessions for Citeweb, e-TIMS and Enforcement Units at no additional cost to the CITY. CONTRACTOR shall

require no more than one week's advance notice from the Division of Police for Enforcement Unit training. CONTRACTOR shall use best efforts to tailor the Enforcement Unit training classes to two days or less. CONTRACTOR shall amend the training, as necessary, to comply with court requirements for subject matter experts, and CONTRACTOR will provide court testimony in the event that a court so requires.

2.7 Customer Service

The Cleveland Parking Violations Bureau will handle phone calls from the public regarding questions about their specific Notice, the general system, or any other miscellaneous questions that may be asked.

2.8 Adjudication Process

In the event that an individual elects to challenge the issuance of a Notice of Liability, CONTRACTOR shall provide the ability for the Parking Violations Bureau to create through Citeweb an evidence package for administrative proceedings. The Clerk of Courts shall handle all adjudication process functions for all Notices of Liability including but not limited to court testimony. As described in further detail above, such as, without limitation, in paragraph 2.5.9, CONTRACTOR shall at its own expense install and provide to the Clerk of Courts all equipment needed for the adjudication process as mutually agreed to by both parties before the system goes live.

2.9 Warning Signs

The CONTRACTOR shall provide warning signs (the design shall be selected and approved by the Department of Public Works, Division of Traffic Engineering) to be placed at CITY-approved red light and fixed speed locations. The CONTRACTOR shall maintain all warning signs after installation, including the replacement of signs, if damaged. The warning signs will meet all state and local standard sign requirements. CONTRACTOR shall be responsible for the cost and provision of signage for all PCUs. Contractor will ensure signage complies with all CITY ordinances and requirements.

2.10 CONTRACTOR shall provide, at its sole expense, all image equipment it needs to support the Photo Safety Program including but not limited to processing and/or adjudication equipment.

2.11 CONTRACTOR shall assist and provide guidance as mutually agreed to the CITY with a Public Awareness Program, as follows:

- The CONTRACTOR will respond to public information requests about the Program, Violations, and enforcement, or any related citizen request within ten (10) business days of the request being submitted. The CONTRACTOR will also coordinate with the CITY in connection with its efforts to inform the public about the Program;
- CONTRACTOR will provide assistance with the content, design, printing and publication of public education program materials;
- CONTRACTOR will support CITY by training staff how to present public seminars or presentations with respect to the CONTRACTOR's system; and
- The CITY shall have a two-week warning period at any new red light or fixed speed site. Contractor shall mail warning notices for Violations captured and approved during the warning period.

2.12 License

Any software licenses related to this program will be subject to separate mutual agreement.

2.13 Commencement of Performance

The term of this LSA and CONTRACTOR's performance obligations shall commence as of the Effective Date.

2.14 Schedule

CONTRACTOR shall not be held responsible for delays in construction associated with weather that is a Force Majeure event, an event which the Public Safety Director has expressly acknowledged in writing excuses timely performance on a day-for day basis, delays in permitting, or other causes entirely beyond CONTRACTOR'S control unless CONTRACTOR has failed to start performance on the Effective Date, apply for any permit sufficiently in advance to allow for the usual processing time, or has otherwise been a significant cause for the delay. CITY will assist to the extent reasonably feasible and not improper in expediting the permit and approval process so as to prevent delay to the schedule agreed upon.

2.15 Contract Administration

The CITY, the CONTRACTOR, the Division of Police, the Parking Violations Bureau and the Clerk of Courts shall each designate a representative as point of contact as set forth in Section 24 below. All activities performed by the CONTRACTOR shall be coordinated with these representatives.

2.16 CITY Responsibilities

The CITY agrees that it is responsible for the management, control, and oversight of the Photo Safety Program. CONTRACTOR acknowledges that Clerk of the Cleveland Municipal Court or the Parking Violations Bureau will handle certain responsibilities of the CITY as listed below, or will assist the CITY in performing the same, including without limitation the responsibilities identified in paragraphs 2.16.9 through 2.16.12. The CITY will provide management, direction, and oversight of the Program for the performance of CONTRACTOR'S support activities. Notwithstanding any other responsibility or requirement of the CITY set forth in this LSA, the CITY shall:

- 2.16.1** Provide all relevant documentation in its possession to CONTRACTOR upon request in order to minimize duplication of efforts. The CITY shall work with CONTRACTOR to facilitate performance of services herein.

2.16.2 RESERVED

- 2.16.3** Provide all electrical power required by the Red Light and Fixed Speed Enforcement Units, except that CONTRACTOR shall be responsible for connecting the Unattended Housings to the source of the electrical power.

- 2.16.4** Provide CONTRACTOR instructions on where to obtain "as-built" drawings of each approach (if available) as required by CONTRACTOR for the preparation of drawings for the installation of vehicle detection equipment, wiring and Unattended Housings.

- 2.16.5** The CITY shall be responsible for any portion of damages to CONTRACTOR'S equipment caused solely by the CITY, its officers, employees, contractors or

agents. The CITY will not be responsible for the costs of damage to CONTRACTOR equipment caused by third parties.

- 2.16.6** Upon CONTRACTOR'S request, the CITY will assist CONTRACTOR to the extent reasonably feasible and not improper in expediting the permit approval process so as not to delay the installation and implementation of equipment in accordance with the Project Implementation schedule, Schedule "B", agreed to by the parties. The cost of all permit fees will be borne by the CONTRACTOR
- 2.16.7** Inspect and, if the completed construction complies with all agreed specifications and other requirements, give final written acceptance of all intersection/approach construction and installation prior to that intersection/approach becoming fully operational within the timeframe specified in the Project Implementation schedule incorporated as Schedule "B".
- 2.16.8** Select all enforced intersection approaches and speed enforcement zones.
- 2.16.9** Review and approve all violation notices after CONTRACTOR'S initial review of them.
- 2.16.10** Provide telephone and walk-in customer service at CITY-provided facilities, including hearing scheduling.
- 2.16.11** Conduct all administrative and/or court hearings.
- 2.16.12** Process all incoming mail and payment correspondence.
- 2.16.13** Each party shall be responsible for its own defense in the event of any litigation, administrative or regulatory proceeding arising out of or related to a claim that the Program (including any ticket, citation, fine and/or penalty) is invalid, unconstitutional, illegal, or otherwise unenforceable and/or that the support provided by the CONTRACTOR is illegal or improper. In the event any action/proceeding is initiated that does not name the CONTRACTOR, its parent or affiliates as a defendant, CONTRACTOR shall have the right to intervene at its expense in any such proceeding to the extent the proceeding could reasonably be expected to materially adversely affect the interests of CONTRACTOR. In any event, both CITY and CONTRACTOR agree to cooperate fully in connection in any such proceeding.
- 2.16.14** Store and deliver to deployment locations all PCUs, utilizing two Ford Escape vehicles provided and maintained by CONTRACTOR. The Ford Escapes should be capable of supporting Division of Police-provided emergency package equipment (police radios, sirens, light bar, and in-car video camera). Vehicles should be capable of being marked POLICE and the Bureau of Traffic shield. The CITY shall be responsible for the registration and insurance of such vehicles
- 2.17.** CONTRACTOR agrees to provide a CrossSafe™ pilot ("Pilot") for a period of six (6) months to the CITY with five (5) CrossSafe™ School Bus Enforcement Units at no charge. The Pilot will be operated pursuant to a mutually negotiated Pilot schedule. CONTRACTOR will be responsible for the same implementation, ongoing maintenance, and violation processing/customer service as CONTRACTOR provides for all other Enforcement Units under the current Program. In the event the CITY wishes to proceed with a permanent CrossSafe™ program, CONTRACTOR'S pricing (see Exhibit "1") shall be predicated on a \$200.00 school bus fine amount and the assumption that a maximum of twenty (20) buses will be equipped with the CrossSafe™ technology, unless expansion of the Pilot and other pricing is mutually agreed

upon. The pricing also assumes the CITY and CONTRACTOR agree upon a negotiated C implementation schedule.

3.0 PERSONNEL

- 3.1 It is understood and agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONTRACTOR shall have no power to incur any debt, obligation or liability on behalf of the CITY, or otherwise act on behalf of the CITY as an agent.
- 3.2 Other than the subcontractor(s) ("Subcontractor(s)") engaged as of the Effective Date, CONTRACTOR shall not sublet or subcontract performance of any part of the work or services included in this LSA, without the previous written consent of the Director of Public Safety CONTRACTOR shall be solely responsible for providing to, or on behalf of, or requiring its Subcontractors to provide their respective staffs and all persons performing work pursuant to this LSA, all employee compensation and benefits. CITY shall have no liability or responsibility for the payment of any salaries, wages, unemployment or other benefits, Federal, State, and local taxes, or other compensation, benefits, or taxes, for any personnel provided by or on behalf of CONTRACTOR.
- 3.3 CONTRACTOR understands and agrees that all persons directly hired by CONTRACTOR and performing work under this LSA are, for purposes of workers' compensation liability, the sole employees of CONTRACTOR or its Subcontractors or suppliers and not employees of the CITY. CONTRACTOR shall at all times during the term of this LSA subscribe to and comply with the Workers Compensation Laws of the State of Ohio and pay such premiums as may be required under those laws and save the City harmless from any and all liability from or under the Workers' Compensation laws. CONTRACTOR shall be solely liable and responsible for or shall require its Subcontractors to be responsible for any and all workers' compensation benefits to any person they employ as a result of injuries arising from or connected with any work performed by or on behalf of CONTRACTOR pursuant to this LSA.

4.0 COMPENSATION

The CITY in accordance with the terms and conditions set forth in Exhibit 1 shall pay all compensation to CONTRACTOR under this LSA. All invoices from the CONTRACTOR shall be promptly processed and payment will be issued as soon as practicable after receipt of invoice with a goal of not more than 30 days.

5.0 TERM

The term of this LSA shall be four (4) years starting upon the Effective Date, unless sooner terminated, in whole or in part, as provided in this LSA. In addition, CITY shall have three (3) one (1) year options, exercisable in writing by the Director at least thirty (30) days prior to expiration of the current term, to extend the term for each option an additional one (1) year.

6.0 TERMINATION; CONVENIENCE and DEFAULT

- 6.1.1 If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in default (unless a Force Majeure causes the failure) and shall give the non-performing party a detailed written notice specifying the default. The defaulting party will then have thirty (30) days after receipt of the default notice to either cure the default or, if the default is not curable within thirty (30) days, promptly provide a written cure plan and commence the cure. If CONTRACTOR is the defaulting party, CITY may withhold payments and impose liquidated damages as provided in this LSA. If the default is not cured within the appropriate time period, either party may, at its option, terminate this Agreement by written notice to the other.
- 6.1.2 Force Majeure: Neither party shall be liable for any delay or failure of performance due to any Force Majeure Event. The obligations and/or rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of excusable delay.
- 6.1.3 Termination for Convenience: CITY may terminate this LSA without cause and in its sole discretion at any time, in whole or in part, by giving CONTRACTOR thirty (30) days' written notice of such termination. In the event of a termination for convenience pursuant to this Section 6.1.3, CONTRACTOR shall be paid any unpaid monthly or other fees earned to the termination date provided for under this LSA and due at the time of termination, plus any and all reasonable costs incurred at the express specific request of CITY in terminating the operation of the program. CONTRACTOR shall also be paid an amount representing a recovery of any and all of the unamortized Program costs, if any.
 - a. Unamortized costs for each Red Light and Fixed Speed Enforcement Unit shall be calculated as follows:

W = Number of completed Units

X = Number of months remaining in the base contract term

Y = Length of the base contract term

X/Y = Pro rata percentage of remaining contract

Z = Installation cost of each installed Unit

(X/Y) x Z x W = Amount to be paid as cancellation fee

For example, if ten Units are installed and the CITY exercises a termination for convenience on the last day of the 40th month of the contract, the cancellation fee would be calculated as follows:

W = 10 approaches installed

Y = 48 months (length of the base contract term)

X= 8 months remaining in the contract term (48 months- 40months elapsed)

Z=\$100,000 per Unit

X/Y = 16.67% (8 months/48 months)

(X/Y) x Z x W + 16.67% x \$100,000 x 10 Units = 16.67% x \$1,000,000

Cancellation Fee = \$166,700.00

The cancellation fee would be one hundred sixty six thousand six hundred and sixty-six dollars and sixty-seven cents.

b. Unamortized costs for each Portable Speed Enforcement Unit shall be calculated as follows:

W =Number of completed Units

X = the number of months remaining in the base contract term

Y =Length of the base contract term

X/Y =the pro rata percentage of remaining contract

Z =installation cost of each installed Unit

(X/Y) x Z x W = amount to be paid as cancellation fee

For example, if ten Units are installed and the CITY exercises a termination for convenience on the last day of the 40th month of the contract, the cancellation fee would be calculated as follows:

W = 10 Units installed

Y = 48 months (length of the contract term)

X= 8 months remaining in the contract term (48 months - 40 months elapsed)

Z = \$65,000 per approach

X/Y = 16.67% (8 months/48 months)

(X/Y) x Z x W =16.67% x \$65,000 x 10 Approaches = 6.67% X \$650,000

Cancellation Fee = \$108,355.00

The cancellation fee would be one hundred and eight thousand three hundred and fifty-five dollars.

- 6.2** In the event of termination for default, as provided in Article 6.1.1, in addition to payments already made or then due to be made by either the CITY or CONTRACTOR, the defaulting party agrees to compensate the non-defaulting party for all materials and/or equipment as provided for in Exhibit "A", or as otherwise performed by CONTRACTOR or the CITY, under any change order, or request of the CITY or CONTRACTOR, or the like, up to the date of termination.
- 6.3** CONTRACTOR agrees that upon receipt of a written notice of termination, it shall not make any further expenditure under this LSA without the CITY's express prior written approval.
- 6.4** In the event of termination of this LSA by either party, both parties agree that any and all materials, data and other information of any kind obtained from the other party shall be

returned to the other party or destroyed, at the other party's option, except that in the event of default by CONTRACTOR, such materials, data and other information necessary to carry on the work by another vendor may be retained by the CITY. Exercise of the option shall be in writing between the parties. Return or destruction of said information shall not relieve the Parties of the obligations of Article 10.0 Proprietary Considerations and Data Security.

7.0 AMENDMENTS

The provisions of this LSA and Exhibits and Schedules hereto shall not be changed in any way by either party without the prior written approval of both parties, and any unapproved change shall be null and void. Except for staffing modifications, no changes to this LSA or the Exhibits hereto shall be valid and effective unless made in the form of a written amendment, which is approved in writing and formally executed by authorized officers of the CITY and CONTRACTOR.

8.0 INDEMNIFICATION AND INSURANCE

8.1 Indemnification

CONTRACTOR agrees to indemnify, defend and hold harmless the CITY and its officers, employees and agents against any and all threatened or pending claims, actions, losses and damages of any kind (including all costs and expenses and reasonable attorney's fees) arising out of or in connection with the negligent act or willful misconduct of CONTRACTOR, its employees and agents.

8.2 All Units, Unattended Housings and other equipment provided by CONTRACTOR and used in the performance of this LSA are the sole and exclusive property of the CONTRACTOR. The CITY shall pay or reimburse CONTRACTOR for any and all damage to the Units, Unattended Housings or other equipment provided by CONTRACTOR and used in the performance of this LSA as a result of the negligence of or misuse by the CITY, or any of its employees or agents. CONTRACTOR will notify CITY of the damage within five days of the CONTRACTOR's discovery of the damage.

8.3 Insurance Policy Requirements

8.3.1 CONTRACTOR shall purchase and maintain, at its own expense, Commercial General Liability Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate/Two Million Dollars (\$2,000,000) Products and Completed Operations Aggregate, or as required by law, whichever coverage is greater. All insurance shall be maintained continuously during the term of this LSA and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing its equipment, but CONTRACTOR's liabilities under this LSA shall not be deemed limited in any way to the insurance coverage. The insurance required by this Section 8.3.1 to be purchased and maintained by CONTRACTOR shall be endorsed to include the City as an additional insured, which may be met on a blanket type additional insured basis and shall be written by insurance companies that are duly licensed or authorized to transact business in the State of Ohio.

8.3.2 The insurance provided under Section 8.3.1 shall, shall be satisfactory to the City Director of Law.

CONTRACTOR shall notify the Director of Public Safety at least 30 days before it cancels or reduces the insurance, and within 10 days after it is notified of any cancellation or reduction of the insurance by an insurance company. CONTRACTOR shall furnish the CITY a standard ACORD certificate of liability insurance in which the CITY is included as an additional insured on the Commercial General Liability with CONTRACTOR. Such additional insured requirement may be met through a blanket additional insured requirement basis.

- 8.3.3 CONTRACTOR shall at all times during the term of this LSA subscribe to and comply with the Workers Compensation Laws of the State of Ohio and pay such premiums as may be required under those laws and save the City harmless from any and all liability from or under the Workers' Compensation laws. CONTRACTOR shall also protect itself against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a worker's compensation law. CONTRACTOR shall require each subcontractor similarly to subscribe to and comply with the Ohio Workers Compensation Laws for all of the latter's employees to be engaged in such work
- 8.3.4 The CONTRACTOR acknowledges that the CITY does not carry insurance, but CITY is responsible for damages caused by its officers, employees, and agents for which it is legally liable.

9.0 RECORDS AND AUDITS

CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this LSA in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment records and other records relating to its performance of this LSA. CONTRACTOR agrees that the CITY, or its authorized representatives, who shall not be a competitor of the CONTRACTOR, upon reasonable notice, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this LSA during normal business hours. Such material shall include applicable financial records (except that it shall not include CONTRACTOR's costing rates, actual costs and profit), time cards, and other necessary employment records (subject to applicable confidentiality restrictions). Records shall be kept and maintained by CONTRACTOR and shall be made available to the CITY for the period specified in Section 2.5.10. CITY agrees to maintain the confidentiality of such materials in accordance with Ohio law. For any such audits, there shall be a pre and post audit interview between the auditors and CONTRACTOR staff. The CONTRACTOR shall be provided a copy of the audit report in a timely manner.

10.0 PROPRIETARY CONSIDERATIONS / SECURITY / CONFIDENTIALITY

- 10.1 Proprietary Rights - Subject to Ohio public records laws, all materials, data and other specifically identified trade secret or proprietary information of any kind that either party obtains from the other party shall be used only in the performance of this LSA. All proprietary materials of the CONTRACTOR as defined in Ohio law are confidential and remain solely the property of CONTRACTOR. CITY shall notify CONTRACTOR of any request to release confidential proprietary information and the CONTRACTOR shall provide a timely response to defend against any such release. The provisions of this Paragraph shall survive the expiration or other termination of this LSA.

- 10.2 In addition, CONTRACTOR agrees that all records of a confidential nature including, but not limited to, images captured by the Enforcement Units and information obtained through the Ohio BMV will be maintained according to the standards and requirements set forth by the BMV and the requirements of the CITY.

11.0 PATENT, COPYRIGHT, AND TRADE SECRET INDEMNIFICATION

- 11.1 CONTRACTOR shall indemnify, hold harmless and defend the CITY from and against any and all claims, allegations, liability, damages, costs, and expenses for, or by reason of any infringement of any United States patent, copyright, or any trade secret disclosure, arising from or related to the operation and utilization of CONTRACTOR'S traffic enforcement equipment or work under this LSA. Contractor shall have no liability to the City for any infringement of any United States patent, copyright, or any trade secret disclosure, arising from the City's improper or unintended operation and utilization of CONTRACTOR'S traffic enforcement equipment or work under this LSA
- 11.2 If the traffic enforcement equipment, its associated software or CONTRACTOR'S work, or any portion of them, becomes, or is likely to become subject to any claim of infringement, CONTRACTOR will either, in consultation with the CITY, (a) procure for CITY the right to continue exercising its rights under this LSA with respect to the equipment or software; or (b) replace or modify the equipment or software to make it non-infringing, or if, neither (a) nor (b) are possible, terminate the rights to use or licenses for the equipment or software granted under this LSA and refund any unused fees paid by CITY to CONTRACTOR under this LSA.

12.0 CONFLICT OF INTEREST

CONTRACTOR is subject to all federal, state, and local conflict of interest laws, regulations and policies applicable to public contracts and procurement practices.

- 12.1 CONTRACTOR shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.
- 12.2 CONTRACTOR's personnel shall not accept gratuities or any other favors from any sub-consultants or potential sub-consultants. CONTRACTOR shall not recommend or specify any product, supplier, or contractor with whom CONTRACTOR has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

If CONTRACTOR violates any conflict of interest laws or any of these provisions, the violation shall be grounds for termination of this LSA.

13.0 WARRANTIES

CONTRACTOR warrants that during the term of this LSA:

- 13.1 All equipment, as provided by contractor is the sole and exclusive property of CONTRACTOR and not subject to any lien, claim or encumbrance inconsistent with any of CITY's rights or use under this LSA and that CITY is entitled to and shall be able to enjoy, quiet possession and use of the equipment during the term without interruption by CONTRACTOR or any other person claiming paramount title. CONTRACTOR shall not assign this LSA without obtaining from the assignee a covenant of quiet enjoyment for CITY's benefit. CITY has no right, title or interest in the equipment subject to this LSA. All CONTRACTOR'S tasks, deliverables, equipment, goods, services, and other work shall be provided in a timely and professional manner. Entry into and performance of this LSA is not limited in any way by any loan, security, financing, contractual or other agreement to which CONTRACTOR is a party.
- 13.2 All equipment, the manufacture and production thereof, and its use by the CITY, do not violate or in any way infringe upon any third party's rights including, but not limited to, contractual, employment, trade secrets, proprietary information and non-disclosure rights, and any trademark copyright or patent rights in the manufacture, production, sale, lease or use of the equipment. Accordingly, any software (other than proprietary routines developed for internal use) or data analysis used by CONTRACTOR shall be available to the CITY and the Clerk of Courts at all times during the term, in accordance with Section 11 of this LSA, provided that this warranty shall only apply to software or data analysis owned by, licensed or under control of CONTRACTOR.
- 13.3 CONTRACTOR shall perform, deliver, make, or furnish all tasks, deliverables, goods, services, and other work complete, in a workmanlike manner, and in compliance with the requirements as set forth in Exhibit 1.2.
- 13.4 EXCEPT FOR THE OBLIGATIONS TO PERFORM CERTAIN SERVICES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LSA AND THOSE WARRANTIES SET FORTH SPECIFICALLY ABOVE, CONTRACTOR MAKES NO OTHER EXPRESS WARRANTIES TO THE CITY WITH RESPECT TO THE UNITS AND/OR RELATED MATTERS, AND THOSE WARRANTIES, WHETHER EXPRESS IMPLIED OR STATUTORY, AND ALL OBLIGATIONS AND REPRESENTATIONS AS TO PERFORMANCE, INCLUDING (WITHOUT LIMITATION) ALL WARRANTIES WHICH MIGHT ARISE FROM THE COURSE OF DEALING OR CUSTOM OR USAGE OF TRADE AND INCLUDING ALL IMPLIED WARRANTIES OF MARKETABILITY, ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED BY CONTRACTOR. NO AGENT, OFFICER, EMPLOYEE OR REPRESENTATIVE OF CONTRACTOR HAS ANY AUTHORITY TO MAKE ANY AFFIRMATION, REPRESENTATION OR WARRANTY FOR CONTRACTOR WITH RESPECT TO THE UNITS OR RELATED MATTERS OTHER THAN THAT AS EXPRESSLY SET FORTH HEREIN.
- 13.5 The CITY warrants it has the authority to enact the underlying CITY ordinance authorizing the creation of the Automated Traffic Enforcement Program and that the program is in compliance with all applicable State and Local laws and regulations.

14.0 COMPLIANCE WITH APPLICABLE LAW

- 14.1 Both parties shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this LSA are hereby incorporated herein by reference.
- 14.2 All CONTRACTOR's personnel providing services under this LSA, which require specific Federal, State or local governmental licenses or credentials, shall maintain such licenses or credentials current and valid throughout the period of performance. CONTRACTOR

shall maintain a file of required licenses and credentials for the business entity and for all subject employees, which is current at all times and accessible to the CITY for inspection.

15.0 FAIR LABOR STANDARDS

CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless the CITY, its officers, employees, and agents from any and all liability, including, but not limited to, wages, overtime pay, and penalties, arising under any wage and hour law, including but not limited to, the Federal Fair Labor Standards Act, or work performed by CONTRACTOR's employees.

16.0 NON-DISCRIMINATION REQUIREMENTS

This LSA is a "contract," and CONTRACTOR is a "contractor" within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976 ("C.O."). During the term of this Agreement, CONTRACTOR shall comply with all terms, conditions, and requirements imposed on a "contractor" in the Equal Opportunity Clause, Section 187.22(b) C.O., attached as Exhibit "___" and incorporated in this Agreement. Contractor shall incorporate a copy of this clause in every subcontract or agreement entered into for goods or services and binding upon all persons and firms with whom CONTRACTOR may deal. Further, CONTRACTOR shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of sub-consultants, vendors or suppliers. CONTRACTOR understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between CONTRACTOR and any sub-consultants, vendors and suppliers.

17.0 RESERVED

18.0 CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings used in this LSA are for convenience only and are not part of this LSA and shall not be used in construing this LSA.

19.0 WAIVER

No waiver of any breach of any provision of this LSA shall constitute a waiver of any other breach of such provision. Failure of any party to enforce at any time, or from time to time, any provision of this LSA shall not be construed as a waiver thereof. The specific rights and remedies set forth in this LSA shall not be exclusive and are in addition to any other rights and remedies provided by law.

20.0 GOVERNING LAW

This LSA shall be governed by, and construed in accordance with, the laws of the State of Ohio.

21.0 SEVERABILITY

If any provision of this LSA or the application thereof to any person or circumstance is held invalid, the remainder of this LSA and the application of such provision to other persons or circumstances shall not be affected thereby.

22.0 AUTHORIZATION

Each party represents and warrants that the person executing this LSA for that party is an authorized agent who has actual authority to bind that party to each and every term, condition, and obligation of this LSA and that all requirements of both parties have been fulfilled to provide such actual authority.

23.0 NOTICES

All notices or demands required or permitted to be given or made under this LSA shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties at the following addresses. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party.

To the CITY of Cleveland:

Director of Public Safety
Department of Public Safety
City Hall- Room 230
601 Lakeside Avenue
Cleveland, OH 44114

with a copy to:

Director of Finance
Department of Finance
City Hall -Room 1 04
60 I Lakeside Avenue
Cleveland, OH 44114

and a copy to:

Jeffrey B. Marks, Asst Dir. of Law
Department of Law
City Hall- Room 106
Cleveland, Ohio 44114

and a copy to:

Administrator
Parking Violations Bureau
1200 Ontario Street
Cleveland, Ohio 44113

To CONTRACTOR:

Mark Talbot
Xerox State & Local Solutions, Inc.
12410 Milestone Center
Germantown MD 20876

with a copy to:

Office of General Counsel
Xerox State & Local Solutions, Inc.
8260 Willow Oaks Corporate Drive
Fairfax, VA, 22031

24.0 RESERVED

As referenced in Section 2.15 above, the following persons are designated as the point-of-contact and representative of the following listed parties involved in implementation of the Automated Traffic Enforcement Program:

- 24.1 City: Director of Public Safety
- 24.2 CONTRACTOR's representatives: Jim Lazarski and Jeff Townsend :
- 24.3 Division of Police: Traffic Commissioner (Police)
- 24.4 Clerk of Cleveland Municipal Court/Parking Violations Bureau: M. Vargas, Administrator,

25.0 CHANGES AND AMENDMENTS OF TERMS

Any change or modification, which affects the scope of work, period of performance, payments, or any other term and condition included in this LSA, shall be in writing and executed by the authorized official(s) of each party. Until such change, modification or other direction is approved in writing and executed, CONTRACTOR shall not be required to perform such changed effort.

26.0 SUCCESSORS AND ASSIGNS

This LSA shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto; provided, however, except for an assignment by CONTRACTOR to a wholly owned affiliate of CONTRACTOR which shall have the capacity to meet all requirements of this LSA, CONTRACTOR shall not assign, subcontract, pledge, mortgage, or otherwise transfer its rights and obligations under this LSA without the express, prior written approval of the CITY. Any assignment or transfer without the prior approval of the CITY shall be void.

27.0 ENTIRE AGREEMENT

This LSA supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this LSA acknowledges that it has not made or offered any representations, inducements, consideration promises, or agreements, oral or otherwise, to any third party in exchange for assistance or aid in procuring this LSA or its benefits.

28.0 EXECUTION

This LSA may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties. In approving this LSA, it shall not be necessary to produce or account for more than one such counterpart. The latest date of execution shall be the Effective Date of the Contract.

29.0 INFORMAL DISPUTE RESOLUTION

At the request of either party, the parties will attempt to resolve any dispute arising under or relating to the LSA, through an informal resolution process mutually agreed to by the parties..

IN WITNESS WHEREOF, CITY and CONTRACTOR have caused this LSA to be signed by their duly authorized officers or representatives as of the day and year first written above .

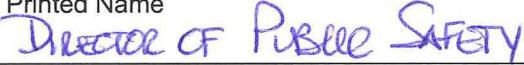
City of Cleveland



Authorized Signature



Printed Name



Title

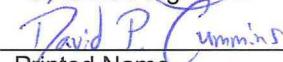


Date

Xerox State & Local Solutions, Inc.



Authorized Signature



Printed Name



Title



Date

The legal form and correctness of this instrument is hereby approved

Print Name: _____

Title: _____

Date: _____

EXHIBIT 1. COMPENSATION PROVISIONS

- E1.1** The focus of the Program, including the outreach efforts and community education campaigns, is to encourage drivers to reduce red light and speed violations. Accordingly, the parties agree that the compensation to be paid to CONTRACTOR is not dependent upon violation rates but in consideration of total services rendered in support of the Program. The parties agree that this Program is intended to be revenue-neutral or "self-funding" and, therefore, the CITY's obligation for payment and the total compensation paid to CONTRACTOR over the course of this Contract shall not exceed the total amount of civil penalties received from violators. In the event that all revenues to the City /consisting of payments of fines, including any interest and penalties, resulting from violations cited under the Automated Traffic Enforcement Program ("Program Revenues") received in any given month are not sufficient to make the full monthly base fee payment due CONTRACTOR under this LSA ("Shortfall"), the Shortfall shall be deferred and carried forward to the following month's invoice submitted by CONTRACTOR to CITY. Any Shortfall amount shall continue to accrue each month for the life of the Agreement until paid in full. The Parties understand and agree that when Program Revenues in any given month exceed, or have exceeded in previous months, the monthly base fee payment for any month ("Surplus"), then such Surplus shall be applied to any cumulative Shortfall due CONTRACTOR until all Shortfall amounts under this LSA are paid in full. In the event that all payments due to the CONTRACTOR are current, CITY may retain all Surplus. If a Shortfall exists at the end of the Agreement term, including all exercised option years, CONTRACTOR agrees to waive any and all rights to collect such Shortfall amounts due to CONTRACTOR from the CITY.
- E1.2** The CITY shall pay monthly fees to CONTRACTOR as set forth in the table below. Fees for existing Units shall commence as of the Effective Date and end as of the date the applicable existing Unit is replaced with a new Unit or decommissioned pursuant to Schedules A and B. Monthly fees for new Units shall commence when such Unit is installed, ready for enforcement and the City has given its final acceptance of the new Unit as provided in Section 2.3.3. CONTRACTOR agrees to pro-rate its fees for any Unit downtime resulting from the changeover from existing Units to new Units.

Unit Type	Equipment Type	Monthly Fee Per Unit	Assumptions
Existing Red Light Enforcement Unit	Gatsometer	\$3,075.00	
Existing Speed on Green, Yellow and Red	Gatsometer	\$1,425.00	
Existing Fixed Speed Enforcement Unit	Gatsometer	\$5,125.00	
Existing Mobile Speed Enforcement Unit	Gatsometer	\$5,300.00	Mobile Speed Vehicles provided, stored, maintained and operated by the City.
New Red Light Enforcement Unit	DriveSafe Red Light	\$3,075.00	
New Speed on Green, Yellow and Red	DriveSafe Red Light	\$1,425.00	
New Fixed Speed Enforcement Unit	DriveSafe Speed	\$5,125.00	
PCU City Deployed	Poliscan on Trailer	Units 1-6: \$6,995.00 Units 7-Up: \$6,225.00	City responsible for storage and delivery of Units to City selected deployment locations utilizing two Ford Escapes provided by Contractor. Contractor is responsible for set-up, daily calibration, power and event retrieval. 24x7 enforcement with Units generally rotated to new locations every two weeks.
School Bus Enforcement Unit	CrossSafe	65% of each \$200.00 citation paid	Pricing shall be predicated on a \$200.00 school bus fine amount and the assumption that a maximum of 20 buses will be equipped with the CrossSafe™ technology, unless expansion is mutually agreed upon.

- E1.3** CONTRACTOR will pass through all delinquent accounts to the Cleveland Municipal Court for collection under its debt collection program. This assignment will occur 21 days after the mailing of the Second Notice of Liability.
- E1.4** CONTRACTOR will submit invoices between the 1st and 5th of each month for the current month's operation and services. All invoices from the CONTRACTOR shall be promptly processed and payment will be issued as soon as practicable after receipt of invoice with a goal of not later than 30 days.

EXHIBIT 2. ADDITIONAL PERFORMANCE STANDARDS

- E2.1** The CITY reserves the right to charge the CONTRACTOR up to \$500.00 per day for each Enforcement Unit that is not delivered and/or installed and operational according to the implementation plan set forth in Schedule B; provided that, the CITY may not charge the CONTRACTOR under this Section in the event documented factors outside the CONTRACTOR'S control cause an Enforcement Unit not to be delivered, installed or operational according to the implementation plan set forth in Schedule B.
- E2.2** Any non-operational Red Light Enforcement Unit, Fixed Speed Enforcement Unit or PCU not operating according to the applicable requirements, shall be repaired, re-installed or replaced by CONTRACTOR within twenty-four (24) hours at no cost to the CITY. For each hour exceeding the 24 hours allotted for repair or replacement of the non-operational Unit, the Contractor shall pay the CITY liquidated damages at the hourly rate of seventy-five dollars (\$75.00) per camera, not to exceed five hundred dollars (\$500) per day. These damages will accrue until the repair or replacement is completed and the equipment is functioning according to applicable specifications and to the satisfaction of the CITY. Any liquidated damages assessed will be deducted from the Contractor's invoice. Those cameras or other equipment which are non-operational - due to causes outside CONTRACTOR's control shall be excluded. Such factors include vandalism or other third party damage, weather related damage and force majeure events. In the event of such occurrence, CONTRACTOR will use its best efforts to replace or repair the cameras or other non-operational - equipment as quickly as possible.

With respect to new Units only, CONTRACTOR must deliver a corresponding Monthly Controllable Issuance Rate of 90% for PCUs, 90% for Fixed Speed Enforcement Units -, and 85% for Red -Light Enforcement Units. If the Contractor fails to meet the Monthly Controllable Issuance Rate for any month, the CITY reserves the right to withhold payment to the Contractor. In the event that compensation is required, the amount withheld will be calculated as follows: percentage below the agreed Monthly Controllable Issuance Rate multiplied by the Contractor's fee for the applicable Units for that month. Example: If the Contractor obtains an 88% Monthly Controllable Issuance Rate in a given month for the PCUs, then the monthly fee for the PCUs will be reduced by 2%.

Contractor is responsible for training CITY personnel on Citeweb, e-TIMS and Enforcement Units without additional cost. Subject to the CITY providing at least one-week written notice to CONTRACTOR for each training request, any failure by CONTRACTOR to provide training in a timely manner shall result in liquidated damages of \$500 per day until such training is completed.

- E2.3** CONTRACTOR shall send potentially citable events to the Division of Police for review within an average of ten days after the event date. CONTRACTOR shall mail Initial Notices of Violation within one business day after approval of the violations by the Division of Police. Second Notices of Violation will be mailed 30 days after the Initial Notice of Liability is mailed, assuming there is no response to the first mailing. The processing timeline set forth in Schedule C shall be followed.

SCHEDULE A

LIST OF SITES- EQUIPMENT TO BE DEPLOYED

Existing Red Light Enforcement Units:

CONTRACTOR will upgrade the following existing Red Light Enforcement Units with new DriveSafe™ Red Light Enforcement Units including speed on green, yellow and red enforcement (11):

- Shaker at East 116th Street SB
- East 131st Street at Harvard Avenue NB
- Union Avenue at East 116th Street WB
- Carnegie Avenue at East 30th Street EB
- Carnegie Avenue at East 30th Street WB
- Carnegie Avenue at MLK WB
- St Clair at London Avenue EB
- Lakeshore Boulevard at E 159th Street EB
- Lakeshore Boulevard at E 159th Street WB
- Cedar Avenue at Murray Hill EB
- N. Marginal at West Boulevard WB

CONTRACTOR will upgrade the following existing Red Light Enforcement Units with new Drive Safe™ Red Light Enforcement Units excluding speed on green, yellow and red enforcement (10):

- East 116th at Shaker SB
- East 55th Street at Carnegie SB
- Carnegie at East 55th Street WB
- Grayton Road at I 480 East NB
- Grayton Road at I 480 West SB
- Warren Road at S Marginal NB
- S Marginal at Warren EB
- West Boulevard at I 90 East NB
- Shaker Boulevard at Shaker Square NW WB
- Pearl at Biddulph NB

CONTRACTOR will decommission and remove the following existing Red Light Enforcement Units upon City written notification (3):

- Chester Avenue at Euclid SB
- Fulton Road at Memphis NB
- Fulton Road at Memphis SB

CONTRACTOR will upgrade the following existing Red Light Enforcement Units including speed on green, yellow and red enforcement with new Drive Safe™ Red Light Enforcement Units including speed on green, yellow and red enforcement (6):

- Carnegie at East 100th Street EB
- Chester Avenue at East 71st Street EB
- Chester Avenue at East 71st Street WB
- Prospect at East 40th Street WB

- West Boulevard at North Marginal Road SB
- Pearl @ Biddulph SB

Existing Fixed Speed Enforcement Units:

CONTRACTOR will upgrade the following existing Fixed Speed Enforcement Units with new DriveSafe™ Fixed Speed Enforcement Units (4):

- 2100 West Boulevard NB
- 6900 Woodland Avenue
- 10600 Clifton Boulevard EB
- 10600 Clifton Boulevard WB

CONTRACTOR will decommission and remove the following existing Fixed Speed Enforcement Units upon City written notification (2):

- 4701 Chester Avenue
- 4500 Woodland Avenue

The City plans to replace such Units with two new Drive Safe™ Fixed Speed Enforcement Units at undetermined locations. The City shall provide notice to CONTRACTOR of the new locations.

Existing Mobile Speed Enforcement Vehicles:

The City will continue to operate the existing (6) six mobile speed enforcement vehicles until (6) six portable camera units (PCU) are delivered by CONTRACTOR.

New Red Light Enforcement Units:

CONTRACTOR shall install new DriveSafe™ Red Light Enforcement Units including speed on green, yellow and red enforcement at the following locations (21):

- 55th Street Kinsman at Woodland NB
- Woodland Avenue @ 55th Street Kinsman EB
- Orange Avenue at East 30th Street
- East 152nd Street at St. Clair Ivanhoe SB
- Kinsman Road at East 93rd Street WB
- Lee Road at Miles Road EB
- Stokes Boulevard at Cedar Avenue SB
- West 25th Street at Clark Avenue NB
- Pearl Road at Denison Avenue NB
- Brookpark Road at Broadview Road EB
- Woodland Avenue at East 30th Street WB
- Lorain Avenue at West 65th Street EB
- Lorain Avenue at West 65th Street WB
- Puritas Avenue at West 150th Street EB
- East 55th Street at St.Clair SB
- St. Clair Avenue at East 55th Street EB

- St. Clair Avenue at East 55th Street WB
- St. Clair Avenue at East 105th Street WB
- St. Clair Avenue at East 105th Street EB
- East 105th Street at St.Clair Avenue NB
- East 105th Street at St.Clair Avenue SB

CONTRACTOR will install new DriveSafe™ Red Light Enforcement Units excluding speed on green, yellow and red enforcement at the following locations (3):

- I-490 at East 55th Street
- East 105th Street @ Martin Luther King Jr. North Bound
- East 105th Street @ Martin Luther King Jr. South Bound

Portable Speed Enforcement Units:

CONTRACTOR will provide (15) fifteen PoliScan PCUs . Xerox also will provide to the City (2) two Ford Escapes outfitted with a towing device to transport the PCUs to their deployment locations. Xerox will be responsible for service and routine maintenance of these vehicles. Fuel costs shall be borne by CITY.

Additional Units

Upon written notice to CONTRACTOR prior to January 1, 2014, the CITY shall have the option to direct CONTRACTOR to deliver and/or install additional PCUs or DriveSafe™ Red Light or Fixed Speed Enforcement Units at locations selected by the City. On or after January 1, 2014, CONTRACTOR may mutually agree to the delivery and/or installation of additional Units.

SCHEDULE B

PROJECT IMPLEMENTATION SCHEDULE

1. The "Implementation Start Date" shall be the date that this LSA is fully executed.
2. CONTRACTOR shall implement new Units in accordance with the following installation/activation schedule:

Portable Speed Enforcement Units (15 Total PCUs)

- 6 PCUs delivered by 90 days from the Implementation Start Date
- 9 PCUs delivered by 120 days from the Implementation Start Date
- 12 PCUs delivered by 150 days from the Implementation Start Date
- 15 PCUs delivered by 180 days from the Implementation Start Date

Existing Fixed Speed Enforcement Units (4 Total Units Upgraded)

- 4 upgraded Units installed and operational by 150 days from the Implementation Start Date

Existing Red Light Enforcement Units (27 Total Units Upgraded)

- 9 upgraded Units installed and operational by 90 days from the Implementation Start Date
- 18 upgraded Units installed and operational by 120 days from the Implementation Start Date
- 27 upgraded Units installed and operational by 150 days from the Implementation Start Date

New Red Light Enforcement Units (24 Total New Units)

- 6 new Units by 120 days from the Implementation Start Date
- 12 new Units by 150 days from the Implementation Start Date
- 18 new Units by 180 days from the Implementation Start Date
- 24 new Units by 210 days from the Implementation Start Date
 -
 -

3. The above installation schedule assumes City approval of permits within 30 business days of request by CONTRACTOR.
4. The above installation scheduled shall be tolled on a day for day basis for delays outside CONTRACTOR'S control as set forth in Section 2.14 of the LSA.
5. Any additional Units shall be delivered and/or installed pursuant to a mutually agreeable implementation schedule.

SCHEDULE C

PROCESSING TIMELINE

Day 1:

- Violation occurs

Day 2-5:

- Contractor performs Digital Review
- Export to Ohio BMV or to Out-Of-State DMV

Day 6-9:

- In-State BMV returns received
- Contactor performs “Blind” Verify

Day 10-11

- Police Review of all potential Violations
- Export to ETIMS - all records “approved” by the police

Day 12:

- Contractor Print & Mail notices “approved” by the police (on previous business day).

Day 32:

- Contractor Print & Mail second notice after initial notice is unanswered